

U.S. Department of Justice

Washington, DC 20530

# Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

The Fratelli Group

2. Registration No.

5867

3. Name of Foreign Principal

Government of Colombia

## Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Government of Colombia has amended the terms of the existing agreement for consulting services with The Fratelli Group. The Fratelli Group signed the amendment on December 13, 2011. The amendment relates to the compensation. An English translation of the amendment is attached.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As part of the amendment, there is no expansion of the scope of services provided by the registrant to the foreign principal.

The Fratelli Group will engage in the following activities on behalf of the Government of Colombia:

- Contact members of the media in connection with the U.S.-Colombia Trade Promotion Agreement and other interests of the Government of Colombia
- Write and disseminate informational materials
- Provide advice and counsel on media strategy, including monitoring news and coordinating communications strategy with U.S. business community

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Pursuant to the existing agreement, the registrant's activities on behalf of the foreign principal will focus on media relations. These activities may include communications with representatives of various media on behalf of the Government of Colombia relating to legislation and congressional actions, and actions by the Executive Branch and U.S. Government agencies that may affect or relate to the interests of the foreign principal and/or the bilateral U.S.-Colombia/Colombia-U.S. relationship.

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 23, 2011	Francis O'Brien, Principal	/s/ Francis O'Brien eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



**ADICIONAL No. 1 AL CONTRATO DE PRESTACION DE SERVICIOS No. 258-11  
CELEBRADO ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE  
LA REPUBLICA Y THE FRATELLI GROUP INC.**

Los suscritos a saber: **MARIO MEJIA CARDONA** identificado con la cédula de ciudadanía No. [REDACTED] expedida en Bogotá quien en su calidad Subdirector de Operaciones, de conformidad con el Decreto No. 3554 del 27 de Septiembre de 2010 y el Acta de Posesión No. 099 del 27 de septiembre de 2010, y según las facultades conferidas mediante las Resoluciones No. 3016 del 31 de diciembre de 2010 y 2286 del 28 de septiembre de 2011, actúa en nombre y representación del **DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPUBLICA**, quien en adelante se denominará **LA ENTIDAD**, y por la otra parte, **FRANCIS O'BRIEN**, quien en su calidad de Director y estando debidamente autorizado actúa en nombre de **THE FRATELLI GROUP INC.**, compañía constituida bajo las leyes del Distrito de Columbia en los Estados Unidos de América, de acuerdo con la Certificación de Incorporación expedida por el "Superintendent of Corporations (Department of Consumer and Regulatory Affairs)" del Distrito de Columbia y los artículos de incorporación, que hacen parte integrante del presente contrato, quien para los efectos de este documento se llamará **EL CONTRATISTA**, hemos acordado celebrar el presente adicional No. 1 al contrato de prestación de servicios No. 258 - 11, previas las siguientes consideraciones: **PRIMERA:** Que el 11 de marzo de 2011 se suscribió entre las partes el contrato de prestación de servicios No. 258 - 11, cuyo objeto, según la cláusula primera del mismo consiste en que: **"EL CONTRATISTA se obliga a prestar a LA ENTIDAD, por sus propios medios con plena autonomía técnica y administrativa, los servicios dirigidos a desarrollar y apoyar la ejecución de la estrategia de relaciones públicas y de comunicaciones, adelantada por el Gobierno Nacional en los Estados Unidos de América"**. **SEGUNDA:** Que según la cláusula cuarta del contrato principal, el plazo de ejecución del mismo se estableció hasta el 31 de diciembre 2011. **TERCERA:** Que de conformidad con la cláusula segunda del contrato principal el valor del mismo es hasta la suma de **DOSCIENTOS CUARENTA Y UN MIL SEISCIENTOS SESENTA Y SIETE DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US\$241.667,00)**. **CUARTA:** Que el supervisor designado del contrato, mediante memorandos MEM11-00017944 / JMSC 31070 del 27 de octubre de 2011 al que se le dio alcance con MEM11-00019272 / JMSC 31070 del 15 de noviembre de 2011, solicitó adicionar el valor del contrato No. 258 - 11 en la suma de US\$ 120.833, con el propósito de trabajar con la visión del plan de medios y publicidad para promocionar el tratado de Libre Comercio con los EEUU. **QUINTA:** Que la cláusula décima séptima del contrato principal establece: **"MODIFICACIONES, ADICIONES Y PRÓRROGAS: Las partes convienen que cualquier modificación, adición y/o prórroga a lo pactado en el presente contrato y/o a cualquier documento que haga parte integral del mismo, sólo podrán realizarse mediante acuerdo escrito por las partes"**. Por lo anterior, las partes acuerdan: **CLÁUSULA PRIMERA:** Adicionar el valor del contrato de prestación de servicios No. 258 - 11 en la suma de **CIENTO VEINTE MIL OCHOCIENTOS TREINTA Y TRES DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US\$120.833,00)**, para un valor total acumulado del contrato de **TRESCIENTOS SESENTA Y DOS MIL QUINIENTOS DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US\$362.500,00)**; que **LA ENTIDAD** cancelará al **CONTRATISTA** en el último pago, contra facturación presentada, en concordancia con los requisitos establecidos para efectos de pago en la cláusula segunda del contrato principal, previo cumplimiento del siguiente requisito: Aprobación de la modificación de la garantía bancaria a primer requerimiento constituida por el contratista por la suscripción del presente adicional No. 1. **CLÁUSULA SEGUNDA - OBLIGACIONES:** Adicionar a la cláusula sexta del contrato principal la siguiente obligación: **"8) Trabajar con la visión de plan de medios y publicidad para promocionar el Tratado de Libre Comercio con los EEUU de conformidad con el memorando remitido por el contratista de fecha 2 de noviembre de 2011 y que hace parte integral del presente contrato"**. **CLÁUSULA TERCERA - DISPONIBILIDAD PRESUPUESTAL:** La

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**ADICIONAL No. 1 AL CONTRATO DE PRESTACIÓN DE SERVICIOS No. 258-11  
CELEBRADO ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE  
LA REPUBLICA Y THE FRATELLI GROUP INC.**

realización de los pagos del presente Adicional No. 1, se subordina a las apropiaciones que con tal fin se ordenen con cargo a la adición del Certificado de Disponibilidad Presupuestal No. 19011 expedido el 15/02/2011 y adicionado el 23 de noviembre de 2011. **CLÁUSULA CUARTA.- MODIFICACIÓN DE LA GARANTÍA:** EL CONTRATISTA se compromete a efectuar la modificación de la garantía bancaria allegada con el contrato principal, respecto de las sumas aseguradas, de conformidad con lo establecido en la cláusula novena del contrato principal y según los términos del presente adicional No. 1. **PARÁGRAFO:** El Contratista deberá presentar para su aprobación, el modificatorio de la garantía al Área de Contratos. **CLÁUSULA QUINTA.- PUBLICACIÓN:** EL CONTRATISTA deberá cancelar a su costa, la publicación del presente adicional No. 1 en el Diario Único de Contratación Pública. Este requisito se entiende cumplido con el pago de los derechos correspondientes, es decir, la suma de \$1.605.400,00 moneda legal. **CLÁUSULA SEXTA.- VIGENCIA DE LAS ESTIPULACIONES:** Todas las demás estipulaciones del contrato principal continúan vigentes, siempre y cuando no sean contrarias a lo estipulado en el presente adicional No. 1. **CLÁUSULA SÉPTIMA.- PERFECCIONAMIENTO:** El presente documento, se entiende perfeccionado con la firma de las partes contratantes y el registro presupuestal por parte de la Entidad. Para constancia, se firma en la ciudad de Bogotá, D.C., el

**28 NOV. 2011**

POR LA ENTIDAD,

POR EL CONTRATISTA,

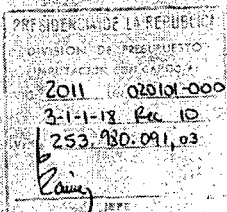
  
**MARIO MEJÍA CARDONA**  
Subdirector de Operaciones  
Departamento Administrativo  
Presidencia de la República.

  
**FRANCIS O'BRIEN**  
Director  
The Fratelli Group Inc.

Vo. Bo.

  
**ADRIANA MARTÍNEZ SÁNCHEZ**  
Jefe Área de Contratos

Proyecto: mariagomez



cop. 19011  
Reg. 46211. Dedicando en  
Noviembre 30/2011



**ADDITION No. 1 TO THE SERVICES AGREEMENT NO. 258-11 EXECUTED BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.**

The undersigned, **MARIO MEJIA CARDONA** identified with the citizenship card No. [REDACTED] issued in Bogota who in his capacity of Sub director of Operations in accordance with the Decree No. 3554 of September 27, 2010 and in the Possession Act No. 099 of September 27, 2010 and according to the faculties conferred upon him through the Resolutions No. 3016 of December, 31, 2010 and 2286 of September 28, 2011, acting in the name and representation of the **ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC**, which shall be hereinafter referred to as **THE ENTITY**, and by the other party, **FRANCIS O'BRIEN**, who in his capacity of Director and being duly authorized acts on behalf of **THE FRATELLI GROUP INC.**, a company duly organized under the laws of the District of Columbia in the United States of America, in accordance with the Incorporation Certification issued by the Superintendent of Corporations (Department of Consumer and Regulatory Affairs) of the District of Columbia and the articles of incorporation that are an integral part to this agreement, which for the purposes of this document shall be hereinafter referred to as **THE CONTRACTOR**, we have agreed to enter into this Addition No.1 to the services agreement No. 258-11, prior consideration of the following: **FIRST:** That on March 11, 2011 it was executed between the parties the services agreement No. 258-11, whose objective according to its first clause was that: *"THE CONTRACTOR obligates to render to THE ENTITY, on its own with full technical and administrative autonomy, the services directed to develop and support the execution of the public relations and communication strategy, advanced by the National Government of the United States of America"*. **SECOND:** That according to the fourth clause of the main agreement, the period of execution of it was until December 31, 2011. **THIRD:** That in accordance with the second clause of the main agreement, the value of said agreement is up to the sum of **TWO HUNDRED FORTY ONE THOUSAND SIX HUNDRED AND SIXTY SEVEN DOLLARS OF THE UNITED STATES OF AMERICA (US\$241,667.00)**. **FOURTH:** That the appointed supervisor of the agreement through memorandums MEM11-00017944/JMSC 31070 of October 27, 2011 which was developed with MEM11-00019272/JMSC 31070 of November 15, 2011, requested to add up the value of the agreement No. 258-11 in the amount of US\$ 120,833 with the purpose of working with the media and publicity plan overview in order to promote the Free Trade Agreement with the USA. **FIFTH:** That the seventeenth clause of the main agreement establishes **"MODIFICATIONS, ADDITIONS AND EXTENSIONS: The parties agree that any modification, addition and/or extension to the agreed upon in this agreement and/or any document that makes an integral part of it can only be made through written agreement by the parties"**. Therefore, the parties agree: **FIRST CLAUSE:** Add up the value to the services agreement No. 258-11 in the amount of **ONE HUNDRED TWENTY THOUSAND EIGHT HUNDRED THIRTY THREE DOLLARS OF THE UNITED STATES OF AMERICA (US\$ 120,833.00)** for a total accumulated value of the agreement of **THREE HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS OF THE UNITED STATES OF AMERICA (US\$362, 500.00)**; that **THE ENTITY** will pay **THE CONTRACTOR** in the last payment against the submission of an invoice in accordance with the requirements established for payments purposes in the second clause of the main agreement after compliance of the following requirement: Approval of the modification of the first demand bank guarantee constituted by the contractor by signing this Addition No. 1. **SECOND CLAUSE:- OBLIGATIONS:** Stet to the sixth clause of the main agreement the following obligation: *"8) Work with the media and publicity plan overview to promote the Free Trade Agreement with the USA in accordance with the memorandum submitted by the contractor on November 2, 2011 that constitutes an integral part of this agreement"*. **THIRD CLAUSE- BUDGET AVAILABILITY:** Making payments under this Addition No. 1 shall be subordinate to the appropriations that with such purpose are ordered with charge to the addition of the Budget Availability Certificate No.19011 submitted on 02/15/2011 and added on November 23, 2011. **FOURTH CLAUSE-**



**ADDITION No. 1 TO THE SERVICES AGREEMENT NO. 258-11 EXECUTED BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC**

**MODIFICATION OF THE GUARANTEE: THE CONTRACTOR** binds itself to execute the modification to the bank guarantee attached to the main agreement with respect to the insured amounts in accordance with the provisions of the ninth clause of the main agreement and according to the terms of this Addition No. 1. **PARAGRAPH:** The Contractor shall present for its approval, the modification of the guarantee to the Agreements Area. **FIFTH CLAUSE.- PUBLICATION. THE CONTRACTOR** shall pay at its sole expenses the publication of this Addition No. 1 in the Sole Public Contracting Diary. This requirement will be understood as fulfilled with the payment of the correspondent rights; this is, with the sum of \$1,605,400.00, legal currency. **SIXTH CLAUSE. - VALIDITY OF THE PROVISIONS:** All the rest of the provisions of the main agreement shall remain valid as long as they are not contrary to the provisions of this Addition No. 1. **SEVENTH CLAUSE.- EXECUTION:** This document will be understood as executed with the signature of the contracting parties and the budget registry by the Entity. For the record, it is signed in the city of Bogota on November 28, 2011

BY THE ENTITY,

BY THE CONTRACTOR,

[signature]

[signature]

**MARIO MEJIA CARDONA**  
Sub director of Operations  
Administrative Department  
Presidency of the Republic

**FRANCIS O'BRIEN**  
Director  
The Fratelli Group Inc.

**Seen and Approved**

[signature]

[stamp]

**ADRIANA MARTINEZ SANCHEZ**  
Chief of Agreements Area